# **FACILITIES AND EQUIPMENT USE AGREEMENT**

By and between

The Rector, Wardens and the Vestry of the

[your church official name] Church (dba [your church name if different]) ("Church")

and

**[organization using the facilities] (“User”)**

|  |  |
| --- | --- |
|  |  |
| Occupancy Date: | [Put dates that the agreement is in force. Be sure to put an end date. It is recommended that agreements don’t run more than 2 years. A new agreement can be signed if the organizations want to continue the arrangement.] |
|  |  |
| Name of Organization (“User”): | [name of organization using the facilities] |
|  |  |
| Name of User’s Representative: | [name of contact / representative at Users organization] |
|  |  |
| Address: | [organization’s mailing address] |
|  |  |
| Business Telephone Number: | [organization’s phone number] |
|  |  |
| User’s Representative Telephone: | [contact person’s phone, if different from above] |
|  |  |
| User’s Representative e-mail: | [best e-mail contact for issues related to facility use] |
|  |  |
| Space to be used by User: | [list rooms to be used, eg. X hall, bathrooms, kitchen, etc.] |
|  |  |
| Equipment to be used: | [list equipment to be used, e.g. stoves, dishwasher, musical instruments, sound systems, etc.] |
|  |  |
| Days: | [days of week that the User will be in the facility] |
|  |  |
| Times: | [times of the day the User will be in the facility]. |
|  |  |
| Donation\* and Method of Payment: | [amount of donation and any additional surcharges, e.g. money to offset heat or electricity costs.] |
|  |  |

\* A donation is required to help defray the cost of utilities and the maintenance of

the space, any other facilities, and equipment, payable to:

**[your church’s legal name / the name on the check]**

**[your church’s address]**

## **Terms and Conditions**

I. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

In consideration of being allowed to use and using portions of the premises and facilities of the Church, User agrees to indemnify and hold harmless the Church and its officers, agents and employees from and against all claims, damages, and expenses, including reasonable attorney's fees arising out of or connected with User’s presence upon or use of said premises of the Church or by User's officers, employees, members, agents, clients, visitors, guests or by anyone having or seeking a business relationship with User.

II. AGREEMENT TO MAINTAIN LIABILITY INSURANCE

User agrees to maintain liability insurance of not less than $250,000 for property damage, $500,000 for injuries to one person and $ 1,000,000 for injuries to more than one person in any accident or occurrence for the protection of User's organization, its officers, employees, and members against the claims of anyone who charges that User's organization, its officers, employees or members have legal responsibility for damages suffered by the claimant at the Church premises. The insurance policies shall be with companies authorized to do business in this State. User will submit a current Certificate of Insurance to the Church within one week of signing this agreement with the Church listed as the second insured. Failure to submit a current Certificate of Insurance to the Church will void the contract or it is deemed to be automatically terminated. At least fifteen days prior to the expiration or termination date of any policy, the User will provide a renewal or replacement Certificate of Insurance with proof of the payment.

User's liability insurance carrier’s name, address and telephone number:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

User's policy number is**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

III. GENERAL REGULATIONS

The Church requires that all organizations, groups, or Individuals using parish facilities agree to the following:

1. Abide by the Agreement, its Terms and Conditions, and any and all Attachments.
2. That the Church is not in control and will not provide supervision of the facilities while the User is using the facilities. The facilities are provided “as is”, and it is the User’s responsibility to determine if they are suitable and safe for the events planned in the facility.
3. The User will have a policy in place regarding adult interaction with children and will screen all adults that will be working directly with children.
4. Leave all facilities and equipment clean.
5. Use only the room(s) and/or area(s) and the equipment specified in this agreement.
6. Shall notify the Church Representative in writing within 48 hours of its being notified, reported or told of any breakage, damage, inconvenience and/or accident caused or suffered by the Group, its employees, agents, clients, potential clients, visitors, or by anyone having or seeking a business relationship with the Group.
7. Acknowledge that any repair or replacement costs due to damage or pilferage will be assessed in addition to the agreed upon donation.
8. Immediately notify the Rector, Wardens or Property Contact in the event of an emergency that occurs while your group is present: e.g., fire, broken water pipe, discontinuation of heat or electricity, the need for emergency services: police, fire, ambulance, etc.

**IV. PROPER USE AND CARE OF ROOMS, FACILITIES, AND EQUIPMENT**

**WHEN YOU-ENTER**

1. Turn on only those lights that are needed.
2. Open only those doors and windows necessary for convenience and comfort.
3. Set up room(s) to be used.
4. Permit no animals - pets or strays - in to the building (with the exception of aid dogs for the handicapped).

[add any items specific to your church here or remove items not relevant]

WHEN YOU LEAVE

1. Clean up any spills and litter in the room(s) and lavatories.
2. If food or beverages have been served to or by the group, be sure that any leftovers have been either disposed of properly or taken home. Be sure that all created trash is removed.
3. Restore the room(s) and equipment to the way they were found.
4. Be sure all water faucets are turned off.
5. Be sure any electrical appliances and/or coffee makers have been unplugged, cleaned, and put away properly.
6. Be sure all outside doors are locked.
7. Be sure all windows are closed and secured.
8. Turn off all lights in room(s) and lavatories.
9. Be sure any outside lights at entrances and parking areas are turned off.
10. Check to see that all group members and guests have left, and that the last exit door has been locked securely.

[add any items specific to your church here or remove items not relevant]

V. TERMINATION

The Church may terminate this Agreement, for cause with 7 days advance written notice or, for no cause at all, with 30 days advance written notice of such termination. User may terminate this Agreement, for cause or no cause at all, upon giving the Church 30 days advance written notice of such termination. Upon termination, the User shall remove any and all equipment it may have stored on the premises and facilities.

MODIFICATIONS

This Agreement may be modified from time to time but only if a modification is in writing and signed by both parties.

The parties agree to be bound by this Agreement, its Terms and Conditions, Key Control Agreement and any Attachments as of this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, YYYY,

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|  |  | |  |
| Name: [Church representative name] |  | | Name: [User representative name] |
| Title: [Church representative title] |  | | Title: [User representative title] |
|  |  | |  |
| [church name]  [(dba name – if applicable)]  Contact Numbers: [Church representative phone number]  [Church e-mail] | |  |  |